

STATION RETAIL COMMUNITY VENDOR MARKET PERMIT

THIS PERMIT, dated for reference purposes only, Oct 14th, 2019, is made by and between **THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**, a public agency existing under the authority of the State of California ("MTA"), and **CITY OF LOS ANGELES** ("Permittee"), hereinafter may be referred to individually as "**Party**" or collectively as the "**Parties**".

For the consideration hereinafter stated, the Parties agree as follows:

1. MTA owns certain real property located at the Westlake / MacArthur Park Red Line Station, in the City of Los Angeles, State of California (the "**MTA Property**"). MTA hereby permits Permittee to enter upon a portion of the MTA Property station plaza area, subject to the following terms and conditions, as shown on the depiction attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "**Premises**").
2. Permittee's right to enter the Premises is non-exclusive and personal to Permittee, its agents, employees, invitees, and members of the Union Popular de Vendedores Ambulantes and their employees (collectively, including Permittee, the "**Permittee Parties**") and, therefore is not assignable. This Permit allows the Permitted Parties to use the Premises for the Permitted Use defined in Paragraph 6 below. Furthermore, members of the Union Popular de Vendedores Ambulantes (hereinafter "**UPVA**" or "permitted vendor") are subject to all additional requirements set forth in **Exhibit "C" – City of Los Angeles, Criteria for Community Market Membership** and **Exhibit "D" – County of Los Angeles, Environmental Health, Community Event Requirements**, attached and included as part of this Permit.
3. This Permit is granted to Permittee Parties to enter **ONLY** the Premises as indicated in Paragraph 1 above.
4. **Term.** The term of this Permit shall be for a **two (2) year period commencing March 01, 2018 through February 28, 2021**, unless earlier terminated by MTA or Permittee as hereinafter provided (the "**Term**"). No holding over shall be permitted. Permittee acknowledges and agrees that issuance of this Permit does not create any entitlement to future Permits upon expiration or termination. No extension is permitted, Permittee must request a new permit which shall be issued based on the MTA's review and approval and the current Vendor Policy.

5. **Fees.** Permittee shall pay the total of **\$3,000.00** at beginning of the term, for use of the Premises covered by this Permit.

Permittee will also pay MTA a total of \$554,800.00 for fifty percent of the cost of the deployment of four LAPD Officers daily at a rate of \$95 per hour per Officer as follows: (i) 2 Officers from 6:00am to 2:00pm for each day during the term of this Permit, and (ii) 2 Officers from 1:00pm to 9:00pm daily for each day during the term of this Permit.

6. **Permitted Use; Prohibited Uses.**

- 6.1 **Permitted Use.** The permitted use of the Premises shall be for a City of Los Angeles-supported and organized community vendor market with thirty-five 10' X 10' tents to be assigned by Permittee ("**Permitted Use**"). Such Permitted Use includes the following:

(a) The thirty-five vendors who are members of the UPVA shall be comprised of thirty general merchandise and five steamed food cart vendors supplied with a propane tank with no on-site grilling or cutting up of fruits and vegetables, and a rubber floor mat to be placed beneath the cart or table.

(b) The placement of two porta-potties and one hand sink for Permittee Parties and permitted vendors only, which must be maintained on a frequent basis and secured and locked at all times. Keys to porta-potties are to be stored at the UPVA tent.

- 6.2 **Prohibited Uses.** Permittee Parties shall use the Premises for the Permitted Use only, and no other use. MTA may reasonably prohibit the sale of specific items by Permittee Parties. **The following uses are specifically prohibited:**

- a. Sales or distribution of alcoholic beverages, tobacco products, gum, popcorn, peanuts, sunflower seeds, pistachio nuts, or any other kind of food contained within a shell;
- b. Sales or distribution of illegal and or legal drugs or food products categorized for medicinal purposes;
- c. Sales or distribution of illegal produced or pirated products;
- d. Sales of hot or cold food items in areas not a part of the Premises, including the station mezzanine and platform areas (excluding the Plaza level);

- e. No sales of drink or food products in glass bottles or containers;
- f. Sales or distribution of pornographic or sexually explicit newspapers, magazines or books'
- g. Sales of live animals (birds, reptiles, dogs, cats, etc);
- h. Burning of candles or incense;
- i. Parking of automobile;
- j. Storage of tents, carts, tables, chairs, supplies and or equipment;
- k. Storage of any hazardous materials, flammable liquids in bulk or handling or storage of any explosive materials.

The Permitted Uses set forth in Paragraph 6.1 shall be completely mobile or removable, and all sales shall be conducted from a tent, table and/or mobile cart that may be removed from the Premises by hand. The table, tent, and/or cart used by vendors who are among the Permittee Parties shall be in compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of federal, state and local governmental authorities and agencies; and prior to the commencement of the term hereof, Permittee will secure or have secured all necessary licenses and other permits required by such governmental authorities and agencies.

MTA reserves the right to prohibit any product or activity that would interfere with MTA's rules, regulations, policies, station and or parking lot operation, or patron flow or safety.

All products sold by Permittee Parties shall be dispensed in closed or resealable containers. For example, food items shall be sold in bags or closeable boxes; coffee shall be dispensed in cups with lids, sodas or other drinks shall be sold only in resealable plastic bottles.

Permittee Parties shall keep their designated area in a neat and organized manner. All clothing items must be folded and displayed in an organized manner. Items are prohibited from being hung from the covered tent.

Permittee Parties shall cover their display tables with the required same color scheme of yellow table covers and white canopy (10 X 10) tents. Umbrellas must be of the same color.

Permittee Parties must have a functioning cellular telephone in order to communicate immediately with local fire, security and police personnel.

Permittee shall post a sign to be approved by MTA, which shall be posted and visible at all times, stating that no drinking of beverages, eating of food, or smoking is allowed in MTA stations or on MTA buses or trains.

Permittee will be given one copy of this Permit that will provide evidence of the right to be on the Premises.

Permittee agrees, that its duly designated representatives has fully examined the Premises and accepts the use and occupancy thereof with full knowledge of the conditions thereof, and agrees that MTA shall not be liable for any loss, injury to persons or property damage caused by or resulting from the condition of state of repair of the subject Premises.

6.3 **Compliance with Law.** Permittee Parties shall comply with all applicable laws, statutes, zoning restrictions and ordinances. In addition, Permittee Parties shall comply with all rules and regulations adopted by the MTA for the operation of its parking lots and passenger stations and plazas, including but not limited to safety and sanitary regulations and the Use of MTA Property for Commercial Activities Policy. Permittee Parties may be required to attend MTA Safety Training. Prior to the commencement of the term hereof, Permittee shall pay all license and permit fees necessary or required by law for the conduct of its operations.

6.4 **Utilities and Parking.** MTA will furnish no restroom facilities or utilities. No space is provided for vehicle or truck parking for Permittee Parties' operation and/or transportation use.

6.5 **Removal of Waste.** Permittee shall, at Permittee's own expense, be responsible for the daily removal of all waste, water, trash, rubbish, and food and beverage spills resulting from the operation of or sales from the Permittee Parties' carts or tables, within a radius of fifty feet, and shall not use MTA refuse containers. Permittee Parties are prohibited from removing any waste or recyclable materials from MTA's refuse containers.

6.6 **Signs.**

- a. Permittee shall affix the signs approved by MTA, under Paragraph 6.1 of this Permit, in a visible location. Permittee may also affix signs of advertisement of items sold in a visible location.

Permittee Parties shall not affix signs or advertisements to the top of their tents, tables, or carts, or hand signs or advertisements other than on the panels of Permittee's carts; except that shingle-type or other foldout signs may be permitted if such signs do not

extend beyond one foot from the side of the table of cart and such signs do not pose a safety hazard.

- 6.7 **Hours of Operation.** Permittee Parties' hours of operation (i.e. the time during which Permittee Parties may occupy the Premises pursuant to this Permit) shall be from **7:00 am to 7:00 pm daily**. Permittee Parties shall not enter upon the Premises prior to **6:00 am** and shall be off the Premises and clear of the MTA Property in which the Premises is located, including completion of Permittee Parties' clean up of the Premises, by **8:00 pm**. Permittee shall be permitted to operate every day of the week.

Permittee is required to provide a minimum of one private security guard, who is licensed by the California Department of Consumer Affairs Bureau of Security and Investigative Services and who must be present on the Premise at all times during the permitted hours of operation. Permittee shall provide to MTA the name and proof of license of each security guard.

- 6.8 **Conduct of Business.** Permittee shall be responsible for any and all customer complaints and courteously handle such complaints and/or requests for refunds. When Permittee responds to customer complaints and/or requests, Permittee shall respond in a courteous business like manner without the use of abusive language and/or mannerisms. Any such complaints received by MTA would be noted on Permittee's file and subject to this Permit may be subject to termination thereby. If Permittee (or any of the Permittee Parties) receives three complaints during the term of this Permit, the Permit may be subject to immediate termination and Permittee may not be permitted to participate in future vending opportunities.

- 6.9 **Success of Business.** Permittee assumes full responsibility for the success of its business on the Premises and understands that MTA makes no representation regarding the potential volume or prospective profitability of Permittee Parties' business operation on the Premises. MTA shall in no event be responsible for or liable for any loss of profits or business, or for any receivership, assignment for the benefit of creditors, insolvency or bankruptcy of Permittee Parties due to the temporary or permanent cessation, in whole or in part, of MTA revenue service, or due to any cause whatsoever, whether or not attributable to MTA directly or indirectly, in whole or in part.

- 7.0 **Relocation.** MTA, in its sole discretion, may relocate Permittee Parties within the same MTA Property, if MTA determines that the needs of MTA require such location for a joint development project or its transit operations. Such relocation shall be determined by MTA that does not interfere with MTA's joint development project, transit operations, rules, regulations, policies traffic and patron flow,

safety or parking lot operations. MTA shall give thirty days' prior notice in writing to Permittee regarding any such relocation.

Permittee hereby expressly recognizes and agrees that the MTA Property (including the Premises) is subject to public projects and programs which may be implemented by MTA or other public agencies, and that Permittee's use of the Premises under this Permit is an interim use. Accordingly, Permittee further expressly acknowledges and agrees, on behalf of itself and the Permittee Parties (including the UPVA) of whom Permittee shall advise regarding the terms and conditions of this Permit, including this Paragraph 7, that in the event MTA terminates this Permit and requires Permittee to vacate the Premises for such a project or program, Permittee Parties are not entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq. as a result of such termination and vacation of the Premises.

8. **Improvements.** Permittee Parties shall not make any improvements or alternations to the Premises.
9. **Indemnification.** Permittee, on behalf of itself, the Permittee Parties, and its and their successors and assigns, shall indemnify, defend release and forever hold harmless MTA and its officers, agents and employees, licensees and invitees from and against any and all loss, claims, demands, liabilities, penalties, liens, claims of lien, damages (including consequential damages), costs and expenses, which MTA may sustain, incur or become liable for, including without limitation, loss of or damage to property or injury to or death of any person or persons by whomsoever it is caused, arising out of or in any manner connected with Permittee Parties' use of the Premises or exercise of this Permit.

MTA shall not be responsible for the loss of or damage to any property of Permittee Parties placed on the Premises under this Permit.

Permittee shall retain copies of current certificate of insurance and application forms for each community market vendor should MTA request a copy.

10. **Insurance.** Permittee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Permit, insurance as required by MTA in the accounts and coverages specified and issued by insurance companies as described on the insurance requirements attached hereto as **Exhibit "B"** and incorporated herein by this reference. MTA reserves the right, throughout the Term of this Permit, to review and change the amount and type of insurance coverage it requires in connection with this Permit. Prior to any Permittee Parties entering the Premises, Permittee shall furnish MTA with insurance coverages of the insurance required to be maintained hereunder. MTA shall not be liable for

the payment of any premiums or assessments for insurance required to be maintained by Permittee under this Permit.

Permittee shall not enter upon the Premises until advised by MTA that the evidence of insurance furnished above is satisfactory to MTA.

11. **Inspection.** The MTA may inspect the Premises covered by the Permit at any or all times.

12. **Default.** A failure by Permittee Parties to comply with any provision of this Permit shall constitute a "Default" under this Permit.

13. **Termination.**

13.1 **Immediate Termination for Default.** In the event of any Default by Permittee Parties, MTA may at any time thereafter, without limiting MTA in the exercise of any right or remedy at law or in equity that MTA may have by reason of such default, immediately terminate this Permit.

The MTA may terminate this Permit immediately and be relieved of any further performance if Permittee Parties fail to perform any covenant herein contained at the time and in the manner herein provided or if MTA or any other person discovers any dangerous condition on the Premises.

13.2 **Termination or Modification for Convenience.** MTA, at its sole discretion, may terminate this Permit for the MTA's convenience, in whole or in part, at any time upon 30 days' prior written notice to Permittee. The terms and conditions of this Permit may be modified by MTA at any time and in any manner upon notice to Permittee. Permittee may also terminate this Permit at any time upon 30 days' prior written notice to MTA.

Upon termination of this Permit, Permittee shall remove from the Premises all personal property or other material or items placed or allowed to be placed thereon and restore the Premises to substantially to its former condition, and in the event Permittee fails to do so, MTA may make such removal or restoration for the account and at the sole cost of Permittee. No termination hereof shall release Permittee, or the legal representative, successor or assignees of Permittee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to Permittee vacating the Premises and returning possession to MTA.

14. **Non-Interference.** Permittee Parties shall not interfere with any of MTA's normal activities and shall promptly remove any vehicle or equipment that might be a source of interference to MTA's operations.

15. **Notices to MTA shall be given as follows:**

Los Angeles County
Metropolitan Transportation Authority
One Gateway Plaza, 18th Floor
Los Angeles, CA 90012-2952
ATTN: Diane H. Dominguez, Project Manager, Real Estate
Tel (213) 922-5253; Email: dominguezd@metro.net

Notices to Permittee shall be given as follows:

City of Los Angeles
Office of Councilman Gil Cedillo
200 N Spring Street, #460
Los Angeles, CA 90012
ATTN: Hugo Ortiz, Field Deputy
Tel: (323) 550-1538; Email: hugo.ortiz@lacity.org

All written notices shall be deposited in the United States mail, postage prepaid, or delivered personally or by overnight courier.

16. **Assignment.** This Permit is non-assignable. Any purported assignment in violation of this covenant shall be void and result in immediate termination of this Permit.

17. **Additional Provisions**

17.1 **Taxes and Assessments.** Permittee shall pay all taxes and assessments of whatever character that may be levied or charged in connection with Permittee Parties' use of the Premises hereunder, including without limitation, any taxes or assessments that may be levied or charged for the Permittee Parties' personal property or its operations on the Premises hereunder, including any possessory interest taxes that may be applicable to its interest in or occupation of the Premises.

17.2 **Non-Discrimination.** Permittee does hereby covenant and agree that no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.

18. **Conflict of Interest.** The Parties hereto agree that to their knowledge, no Board member, officer or employee of MTA has any financial interest in this transaction, and that if any such interest comes to the knowledge of either Party at any time, full and complete disclosure of all such information will be made in writing to the other Party, even if such interest would not be considered a conflict of interest under the laws of the State of California.
19. **Entire Agreement.** This Permit is the entire agreement of the Parties. Permittee represents that in entering into this Permit it has not relied on any previous representations, inducements, or understanding of any kind of nature. No obligations other than those set forth herein will be recognized.
20. **Amendments.** This Permit may be amended only in writing signed by the Parties hereto.
21. **Vendor List.** Permittee shall, within 2 business days of commencement of the Term of this Permit, provide to MTA a written list of all current vendors using the Premises pursuant to this Permit. Permittee shall also provide written notification to MTA within 2 business days if any vendor is added or removed from said list of current vendors.
22. **Audit Rights.** Metro reserves the right to audit to ensure compliance at any time or for any reason.
23. **Representation on Authority of Parties/Signatories.** Each Party represents and warrants that the person signing this Permit on its behalf is duly authorized and has legal capacity to execute and deliver this Permit. Each Party represents and warrants to the other that the execution and delivery of the Permit and the performance of such Party's obligations hereunder have been duly authorized and that this Permit is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE AND DELIVER ON BEHALF OF THE PERMITTEE.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

BY: _____

DATE: _____

**PERMITTEE:
CITY OF LOS ANGELES**

BY: _____

DATE: _____

EXHIBIT A
Depiction of the Premises
[Attached]

WILSHIRE

BOLLEVARD

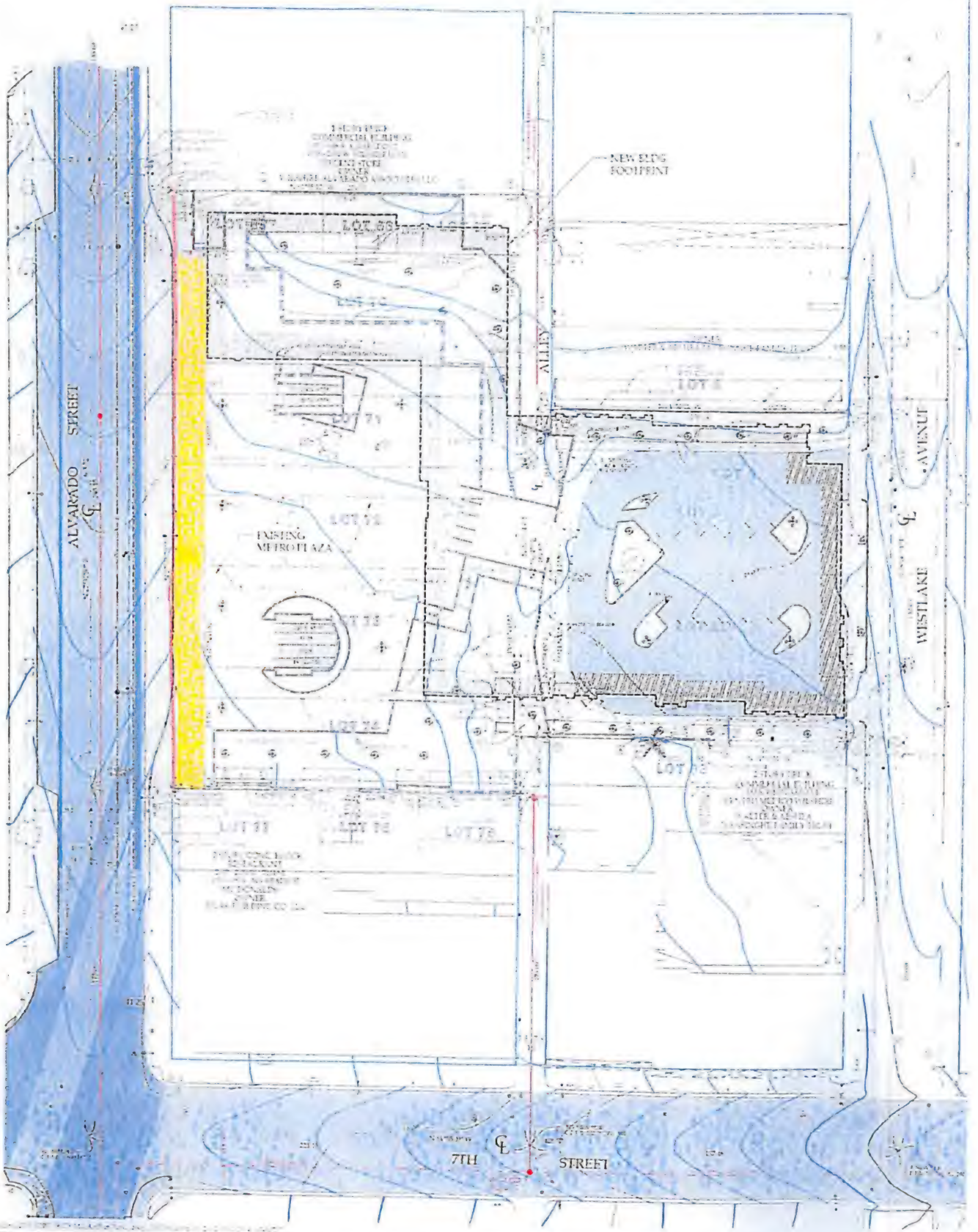


EXHIBIT B
Insurance Requirements
[ATTACHED]

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of LACMTA property hereunder by the Lessee, Licensee, or Permittee, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office Form No. CA 0001 covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction (Builder's Risk) insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
 - d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction (Builder's Risk): Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: \$1,000,000 per occurrence/ \$2,000,000 annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions in excess of \$25,000 must be declared to and approved by LACMTA. At the option of LACMTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LACMTA, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. LACMTA, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to LACMTA.
6. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA.
7. LACMTA lease number must be included with description of leased premises.

Course of construction policies shall contain the following provisions:

1. LACMTA shall be named as loss payee.
2. The insurer shall waive all rights subrogation against LACMTA.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by LACMTA.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by LACMTA before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverage for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by LACMTA.

EXHIBIT C

City of Los Angeles, Criteria for Community Market Membership

[ATTACHED]

EXHIBIT "C"
CITY OF LOS ANGELES,
OFFICE OF COUNCILMAN GIL CEDILLO
I. Criteria for Community Market Membership

To be an active member of the Community Market:

1. Be a resident of Los Angeles City Council District 1 or demonstrate at least a year selling in the area. To prove residency, bring proof that you live in the Council District 1: A valid CA ID or utility bill or postmarked mail. To prove at least a year of selling in the area, bring 3 letters signed by vendors from the Union, attesting to the fact that you have been selling in the area for one year.
2. Agree to teamwork, participation and collaboration for the betterment of the Community Market. Sign and agree to abide by the rules outlined in this document (Rules and Criteria for Westlake/MacArthur Park Community Market).
3. Community Market general members must contribute a monthly fee of (\$20+ \$155.00). The fee will be collected by the assigned member of the Union Popular de Vendedores Ambulantes (UPVA or Union) and delivered to Central City Neighborhood Partners (CCNP), the fiscal agent for the community market, who will also be responsible for the record keeping of vendor applications, membership contributions and operating costs (See Section II, The Selection Process for Participating in the Community Market, #5, for application and procedures for membership fee payment.)
 - a. The fee allows a market member to participate in all UPVA membership meetings per year held on the last Wednesday of every month at 6:00 p.m. at the Union office located at 318 S. Alvarado St. LA, Ca 90057. Additionally, members may participate in committee meetings and workshop meetings at a location to be determined and advertised at the Union table in the market. All activities are free of costs.
 - b. General Members that participate in a minimum of 8 monthly membership, committee, or workshop meetings are eligible to run for a committee leadership position and vote in the election of the leadership board. The leadership board is the decision making body for the committee. Committees include the membership, public safety, maintenance, marketing, and finance committee.
 - c. Timing for meetings should consider members' ability to participate. For example, some meetings should be held during the morning and some in the evening.
4. General members must maintain a clean work area and keep all equipment in good working condition. Food vendors must use adequate equipment as required by the Los Angeles County Health Department (See attachment Event Requirements Checklist). All non-food merchandise excluding prohibited items (See Section IV, Prohibited Items) should be sold within the canopy and table provided. Vending carts are not permitted in the Community Market.

EXHIBIT "C"
CITY OF LOS ANGELES,
OFFICE OF COUNCILMAN GIL CEDILLO

5. All general members of the UPVA must participate in an annual training on conflict resolution. If general members are selected to participate in the Community Market program after their first year of participation on the Market, they are welcome but not required to participate in additional trainings each year.
6. Community Market members may not be the proprietors of an established business while using Community Market space.

II. The Selection Process for Participating in the Community Market

1. The Advisory Committee, which includes a representative from Council District 1, Supervisorial District 1, Central City Neighborhood Partners, and UPVA will process applications and conduct the lottery for selection of the pilot market members.
2. After the pilot year, the Membership Committee Leadership Board will be a group of non-market union members selected by general market members. The members of the Membership Committee Leadership Board will have a two-year term of office. There will be 5 members. The term of office will be staggered. The Leadership Board will process applications and conduct the lottery for selection of the market members. To eliminate conflicts, Leadership Board Members may not also be applicants for the pending round of community market permits. However, they may be past market participants.
3. Every effort will be made to ensure that there is gender diversity on the Membership Committee and that there is no discrimination on the basis of race, color, national origin, sex, age, or disability.
4. There will be 34 booths and 68 spaces for vendors; all booths will be shared with 2 vendors.
 - a. 45 spaces will reserved for current Union members and 23 spaces will be reserved for New Union members. The current list of participating members of the UPVA will be able to enter a lottery for 45 vendor spaces. Non-Union members may apply for the 23 spaces, and if selected they will become Union members as a part of their market participation.
 - b. Space will be allocated for 1 year and applicants must apply for permit renewal on an annual basis. Thirty days before the Metro Market permit expires, you must submit an application for renewal.
 - c. One booth will have a table made available for various local nonprofits to conduct outreach and education on a rotating basis. Requests for use by non-profits must be submitted to the Membership Committee Leadership Board who will schedule and maintain the calendar for Non-Profit Participation. The same booth will also have a table used by the Union de Vendedores for outreach, marketing, education and more.

EXHIBIT "C"
CITY OF LOS ANGELES,
OFFICE OF COUNCILMAN GIL CEDILLO

- d. After the first year of operation, space will be allocated based on a lottery system. Preference will be based on good standing and following all the market rules. The number of current union member spaces and new union member spaces are subject to change after the pilot year based on needs.
5. The vending service permit application, along with proof of CD 1 residency or proof of selling in the area for at least a year will be collected by a UPVA representative. Vendors selected to sell at the community market will be issued a permit award letter by the UPVA. The permit award letter, along with the vending service permit application and proof of CD 1 residency or proof of selling in the area for at least a year will be issued to the vendor to take to CCNP with a copy of the documents to be retained by UPVA.

Upon receipt of documents, CCNP will explain free city-funded services (Family Source and Business Source Centers), collect membership fees for the community market, issue a pre-numbered receipt, which will have a photograph of the vendor and indicate receipt of the payment.

Vendors will not be able to sell at the community market until market membership fees are paid, which the UPVA will verify when the vendors check in to sell at the community market. All community market fees are non-refundable and lost membership cards will be charged a \$5.00 replacement fee.

Vendors who received a daily permit to sell at the market will make their payment directly to the UPVA booth. The UPVA representative will issue a 3 part receipt, with one receipt copy issued to the vendor, once copy to CCNP, and one copy retained by UPVA. The money collected daily by the UPVA will be taken to CCNP. The UPVA representative along with a representative from CCNP will count the money together and verify all receipts are in numerical order and that each receipt total equals the total money collected.

CCNP will accept applications, payments, and issue any lost replacement membership cards every Mondays 3pm-7pm and Fridays 9am-1pm at their office located at 501 S Bixel St, LA, CA 90017

6. There will be two waiting lists for use of vendor space in the Market. The daily use waiting list is for daily vacancies and the long-term waiting list is for the takeover of a one-year lease after the lessee has abandoned the table for at least two weeks with no notice to the Membership Committee. If a vendor takes time off from selling on the platform during the one-year term of allocated use, a vendor will be chosen from the daily use waiting list to fill the empty space during the period of vacancy. Vendors taking time off do not have the right to select who replaces him or her. The vendor who has vacated the space and gives notice in

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writing to the Membership Committee that the space will be vacant for a specified period of time, has the right to return to use his or her space, after that specified period during the one-year lease period. Members staffing the UPVA table at the market will collect notices and CCNP will keep all written notices in their records. If a lease is otherwise terminated during the one-year term, the long-term waiting list will be used to replace the terminated lessee.

7. If a vendor simply vacates the space without notifying the Membership Committee, a new vendor will be chosen from the daily use waiting list in order to fill the space for two weeks. After two weeks, a vendor will be chosen from the long-term waiting list to takeover a one-year lease. If the vendor who abandoned the space can show the membership committee that the space was vacated due to an emergency (medical or otherwise) the space will be reallocated to the original vendor. The vendor who used the space temporarily will go back to the top of the long-term waiting list.
8. A master calendar of Community Market space allocations will be maintained and posted in the designated Union booth at the Community Market. CCNP will also maintain a copy that shall be delivered to their office at the end of each day.

III. Logistics:

1. There will be an advisory committee including one representative from each of the following: Councilmember Cedillo's office, Supervisor Solis' office, Central City Neighborhood Partners, Union Popular de Vendedores Ambulantes, and non-union members. The committee will help facilitate the selection process for the new committees, selection process for the first round of market membership, and other necessary processes for the launch of the market.
2. The sign-in sheets from the Union meeting are the priority list entering the lottery for the 45 Union member spots.
3. There will be 35 booths and 68 vendor spots. All booths will be shared. There will be two 6 foot tables in each shared booth.
4. There will be a weekly updated master calendar for keeping track of who is supposed to be at the Market and on what dates. A copy will be stored at the UPVA table at the market and the CCNP office. To sell only on a Saturday, the vendor submits a request to the Membership Committee. The application should be made two weeks before the requested date.
5. Each set of booth vendors will be responsible for setting up and breaking down their booth each day. They must transport all equipment to and from the UPVA office located at 318 S. Alvarado St., LA, CA 90057. There will be a UPVA representative responsible for ensuring

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proper set-up and clean up within the booth area and removal of all portable equipment. That person will be paid for two hours in the morning and two hours at the end of the night shift. Booths, tables, chairs, and community market equipment will be transported to and from the UPVA office on 318 S. Alvarado St, LA, CA 90057

6. All keys, including Port-a-pottie keys, will be stored at the UPVA booth.
7. If any issues arise during the day, Juan Rodriguez and/or two other members of the UPVA shall be the designated contact persons.

IV. Prohibited Items

Community Vendors shall not use the market for sale or distribution of the following:

1. Illegal drugs or food products categorized for medicinal purposes;
2. Burning candles/incense. This items can be sold as packaged items;
3. Live animals (birds, reptiles, dogs, cats, etc);
4. Alcoholic beverages, tobacco products, gum, popcorn, peanuts, sunflower seeds, pistachio nuts, and any other kind of food contained within a shell;
5. Illegally produced or pirated products;
6. Pornographic or sexually explicit newspapers, magazines, or books.

Community Vendors shall not use the market for the following uses:

1. Storage of vending carts or vehicles; or
2. Storage of any hazardous materials, flammable liquids in bulk or handling or storage of any explosives, except for lawfully stored propane.

The uses permitted by the market permit shall be completely mobile or removable, and all sales shall be conducted from a table that may be removed from the site by hand. The equipment used by market vendors shall be in compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of federal, state and local governmental authorities and agencies; prior to the commencement of the term, market vendor will secure or have secured all necessary licenses and other permits required by governmental authorities and agencies.

MTA reserves the right to prohibit any product or activity that would interfere with MTA's rules, regulations, policies, station, and/or parking, or patron flow or safety.

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IV. Union Membership Benefits

1. **Safety** - No ticketing for selling on the platform
2. **Collective Bargaining** – Collective bargaining occurs when a group of people, such as the workforce at a company, bands together to increase its negotiating power. Unions band people together, allowing the voices of individuals to be heard and possibly made into a goal of the union. Unionized people typically elect representatives to bring concerns to the union's attention.
3. **Support** – One other key benefit of being part of a union is that a union representative will work with you should you have a personal issue with any other members.
4. **A voice** – every member will have a voice through their elected representatives
5. **Better Training** – Unions offer greater opportunities for training advancement to its' members guaranteeing that they will be provided with the training needed to increase their business, as well as other relevant information the membership
6. **Rewards** — The Union Members will have access to FREE programs, scholarships, and benefits for members and their families, for example:
 - a. **Family Source Center:**
 - i. Case Management
 - ii. Computer Classes
 - iii. ESL Classes
 - iv. Food Pantry
 - b. **Business Source Center:**
 - i. Learn to Start your own business
 - ii. Write a Successful Business Plan
 - iii. Small Business Entrepreneurship
 - iv. Basics of Credit

I _____ (Print Name) agree fully with the Rules and Criteria to participate in the market and all rules outlined on this document.

Signature

Date

EXHIBIT D

County of Los Angeles, Environmental Health, Community Event Requirements

[ATTACHED]

EXHIBIT "D"



ENVIRONMENTAL HEALTH

Bureau of District Surveillance & Enforcement
5050 Commerce Drive, Baldwin Park, CA 91706
Telephone: (626) 430-5200 • Website: <http://www.publichealth.lacounty.gov/eh>



COMMUNITY EVENT REQUIREMENTS CHECKLIST TEMPORARY FOOD FACILITIES

Health permit:

- Permit posted at the Temporary Food Facility (TFF).

Food:

- Ingredients are purchased from approved sources and prepared in the TFF or a permitted food facility.
- All potentially hazardous foods (PHF) are held at or below 45°F or at or above 135°F.
- Adequate supply of ice to keep food cold and a separate supply of ice to serve in drinks.
- Food stored at least 6 inches above the floor.

Dish washing sink:

- A three-compartment sink available to wash, rinse, and sanitize utensils if open foods are handled.
- Dish washing sink has hot (120°F) and cold water running water, overhead protection, and is connected to the sewer or a holding tank.
- Detergent and chlorine bleach or other approved sanitizer is available to wash, rinse and sanitize equipment and utensils.

Hand washing sink:

- A self contained portable sink with 5 gallons of warm water (100°F), liquid soap, single use towels, and a trash container are available in the TFF.
- For events of three days or less a gravity-fed container (with a catch basin) that can provide a continuous stream of warm water (100°F) may be used in place of a portable sink.

Food booth:

All Food Booths:

- Booth has overhead protection and a floor of concrete, asphalt, or wood.

Food Booths with open foods:

- Booth has four walls of solid material or 16 mesh per square inch screen. Pass through windows for customer service are 216 square inches or less.
- Alternatively, TFFs offering samples may maintain samples in covered containers.
- Barbecues, grills, or other approved outdoor cooking equipment are located adjacent to the TFF and with a barrier to prevent public access.

Additional information regarding the requirements for community events, including variances to the requirement for one dishwashing sink per four TFFs with food preparation, is available in the Requirements for Community Events booklet.

EXHIBIT "D"

COMMUNITY EVENT REQUIREMENTS CHECKLIST EVENT ORGANIZERS

Health permit:

- Organizer permit and approved plot plan are available at the event.
- All TFFs operating at the event have obtained permits.

Food employee toilet facilities:

- One (1) toilet for each 15 food employees is located within 200 feet of each TFF.
- One (1) hand washing sink with warm water (100°F), liquid soap, single use towels, and a trash container for towel waste is available for every toilet.

Public toilet facilities:

- Adequate toilet facilities (permanent or portable) are available for public use.
- One hand washing sink is available for every four (4) toilets. Sinks are stocked with liquid soap, single use towels, and a trash container for towel waste.

Dish washing sinks:

- 25 gallons of potable water is available for each TFF using the dish washing sink.
- No more than four TFFs with food preparation share a dish washing sink.
- Sinks have hot (120°F) and cold running water and are properly connected to the sewer system or holding tanks.

Hand washing sinks:

- See temporary food facilities section.

Liquid waste:

- A sewage transport vehicle is available (on call) to service portable toilets and remove liquid waste from sinks' holding tanks.

Trash/waste:

- Trash containers with watertight plastic bag inserts are available adjacent to TFFs and throughout the event as needed.
- Trash containers are emptied and bags replaced on a regular basis to prevent a nuisance.

Animals:

- Animals are maintained at least 20 feet away from TFFs (except service animals).
- Animal waste from petting zoos or other animal attractions is removed on a daily basis and stored in a covered container.

The event organizer is not required to provide booths, dish washing sinks, or hand washing facilities to each individual TFF operator; however it is the organizer's responsibility to ensure that TFF operators have approved booths and required dish washing and hand washing facilities prior to the start of the community event.

If you have questions regarding further requirements for community events, please visit our website at <http://www.publichealth.lacounty.gov/eh> or contact the Bureau of District Surveillance & Enforcement at (626) 430-5200.